THE EXCHANGE HAS NEITHER APPROVED NOR DISAPPROVED THE INFORMATION CONTAINED IN THIS FILING STATEMENT, WHICH IS A REPRODUCTION OF THE ORIGINAL FILED WITH THE EXCHANGE BY THE COMPANY AND IS ISSUED FOR INFORMATION PURPOSES ONLY. THIS FILING STATEMENT IS NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN APPROVAL OF THE TORONTO STOCK EXCHANGE.

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THE TORONTO STOCK EXCHANGE

FILING STATEMENT NO. 1420.
FILED, MARCH 31st. 1966.

TOMBILL MINES LIMITED

Full corporate name of Company

Incorporated under the Companies Act of Ontario by Letters Patent dated October 7, 1935.

Particulars of incorporation (e.g., Incorporated under Part IV of the Corporations Act, 1953 (Ontario) by Letters Patent dated May 1st, 1957).

FILING STATEMENT

Reference is made to previous Filing Statement No. 1299.

(To be filed with respect to any material change in a company's affairs, including among other things, an underwriting and option agreement, an issue of shares for property and a proposed re-organization.)

1. Brief statement of the material change in the affairs of the company in respect of which this statement is filed.	Agreement dated February 24th, 1966 between the Company and Francana Oil & Gas Ltd. Reference is made to the Agreement which is attached hereto and forms part of this Filing Statement. The Agreement is subject to the approval of the shareholders at a general meeting called for April 6th, 1966. **See attached agreement on pages 4 and 5.**
2. Head office address and any other office address.	Head Office: Suite 710 - 60 Yonge Street, Toronto 1, Ontario.
3. Names, addresses and chief occupations for the past five years of present or proposed officers and directors.	President & Director James A.Grant 60 Yonge St.Toronto, Stock Broker. Vice-President & Director Sidney H.Robinson 2402-44King St.West, Toronto 1, Ontario. Queen's Counsel Director William D.George,Jr. Sewickley Pa.U.S.A. Real Estate Director Foster W.Hewitt 1 Grenville St.Toronto Radio Executive Director George M.Grant, 182 Moore Avenue,Toronto Executive now retired. Vice-President R.V.Tomkins, Royal Bank Building, 11th Ave.& Hamilton St. Regina, Saskatchewan. Engineer. Director George F.Hayhurst, 108 Rosedale Heights Drive,Toronto 7,Ont. Advertising Executive. Secretary-Treasurer & Director H.L.Good 60 Yonge St. Toronto 1,Ontario. Chartered Accountant. At a Directors Meeting held on April 22nd, 1965 R.V.Tomkins was appointed a Vice-President of the Company.
4. Share capitalization showing authorized and issued and outstanding capital.	Authorized capital - 5,000,000 shares - no par value Issued Capital - 3,700,000
5. Particulars in respect of any bonds, debentures,notes,mortgages,charges, liens or hypothecations outstanding.	Nil
6. Details of any treasury shares or other securities now the subject of any underwriting, sale or option agreement or of any proposed underwriting, sale or option agreement.	50,000 treasury shares of the Company are under option to R.V. Tomkins Vice-President and Project Manager of the Company at $1.25 per share, exercisable on not more than 10,000 shares annually over a period of five years. Other than aforesaid there are no treasury shares or other securities now the subject of any underwriting, sale or option agreement or of any proposed underwriting, sale or option agreement.
7. Names and addresses of persons having any interest, direct or indirect in underwritten or optioned shares or other securities or assignments, present or proposed, and, if any assignment is contemplated, particulars thereof.	None
8. Any payments in cash or securities of the company made or to be made to a promoter or finder in connection with a proposed underwriting or property acquisition.	None
9. Brief statement of company's future development plans, including proposed expenditure of proceeds of sale of treasury shares, if any.	See Agreement mentioned in Item 1 above with respect to the potash properties. ***** The Company plans to begin construction of a plant to produce sodium sulphate from its sodium sulphate deposit at Snakehole Lake during the summer of 1966 and to begin production approximately one year later. It is estimated that the costs of construction of the said Plant will be in excess of $2,000,000 and this will require further financing.
10. Brief statement of company's chief development work during past year.	No development work done during past year on potash properties except for market and engineering studies. The Company carried out further analysis, drilling and extensive engineering studies on deposits covered by its sulphate leases.

FINANCIAL STATEMENTS

TOMBILL MINES LIMITED

(Incorporated under the laws of the Province of Ontario)

BALANCE SHEET AS AT 15TH MARCH 1966

ASSETS

Current:		
Cash		$ 17,250
Accounts receivable		3,586
Investments in marketable securities - at book value (quoted market value $43,000)		52,293
Short term notes receivable and accrued interest		177,271
		250,400
Other Investments and Advances:		
Government of Canada bonds, deposited with the Province of Saskatchewan		
$2,000 par value 4½% 1983	$ 1,847	
60,000 par value 5% 1973	58,447	
25,000 par value 5% 1973	24,105	84,399
Advances to and vendor's share interest in affiliated mining company		28,541
Province of Ontario Mining Properties - at cost		1,191,262
Province of Saskatchewan Alkali Leases - at nominal value (Notes 1 and 3)		1
Western Canada Potash Properties - at cost:		
Acquired for the issue of 520,000 shares	$ 243,164	
Purchase of mineral rights for cash	42,620	285,784
Furniture and Equipment - at cost		6,021
Deferred Exploration, Development and Other Expenditures (Net):		
Balance at 31st December 1965	$ 1,237,602	
Add - Net expenditure from 1st January to 15th March 1966 per statement attached	42,964	1,280,566
		$ 3,126,974

Approved on behalf of the Board:

Director

Director

LIABILITIES

Current:	
Accounts payable and accrued	$ 5,335
Capital Stock (Note 3):	
Authorized - 5,000,000 shares of no par value	
Issued - 3,700,000 shares	2,869,000
Earned Surplus	252,639

NOTES:

1. The company is contemplating the construction of facilities for the production of sodium sulphate. Relative thereto, $60,000 par value Government of Canada bonds have been deposited with the Province of Saskatchewan as an undertaking that production will be commenced by October 1967.

2. The company has also deposited $25,000 par value Government of Canada bonds with the Province of Saskatchewan as required upon acquisition of a lease on potash lands formerly held under permit.

3. The company is committed to pay $60,000 for engineering studies being carried out, of which $35,000 pertains to the potash project and $25,000 to the sodium sulphate project. The foregoing amounts are approximate.

4. 50,000 treasury shares of the company are under option to an officer of the company at $1.25 per share, exercisable on not more than 10,000 shares annually over a period of five years.

5. If the shareholders of the company approve the agreement with Francana Oil & Gas Ltd. dated 24th February 1966, the new Potash Company which will then be incorporated and which will take over the potash properties will reimburse the company in cash for the following disbursements which have been made and which are reflected in the accompanying financial statement as of 15th March 1966:

Cost of $25,000 par value Government of Canada bonds deposited with Province of Saskatchewan	$ 24,105
Cost of retaining leases, permits and mineral rights beyond 28th February 1966	32,351
Travelling expenses incurred in 1966 to discuss sales contracts with possible consumers	958
	$ 57,414

6. The cost of the engineering study now being carried out on the potash project, estimated at $35,000 approximately, will also be paid by the new Potash Company if the Tombill shareholders approve the agreement with Francana Oil & Gas Ltd. referred to above.

$ 3,126,974

TOMBILL MINES LIMITED

STATEMENT OF DEFERRED EXPLORATION, DEVELOPMENT AND OTHER EXPENDITURES

FROM 1ST JANUARY TO 15TH MARCH 1966

Potash Project:		
Travel and general expenses	$ 1,190	
Cost of retaining leases, permits and mineral rights	30,343	$ 31,533
Sodium Sulphate Project:		
Drilling and snow ploughing	2,729	
Travel and transportation	438	
General	227	3,394
Administrative and General (Toronto and Regina):		
Annual report	1,055	
Canada Pension Plan	122	
Directors' fees and expenses	531	
Insurance	178	
Accounting fees	595	
Office and general expenses	600	
Rent	1,277	
Salaries - Executives	5,938	
- Office	1,444	
Telephone	557	12,297
		47,224
Deduct:		
Administrative fees earned	1,025	
Interest received	3,235	4,260
		$ 42,964

STATEMENT SHOWING SOURCE AND APPLICATION OF FUNDS

FROM 1ST JANUARY TO 15TH MARCH 1966

Source of Funds		Nil
Application of Funds:		
Cost of $85,000 par value Dominion of Canada 5% 1973 bonds deposited with Province of Saskatchewan	$ 82,552	
Purchase of additional potash mineral rights	3,987	
Purchase of additional office equipment	358	
Net deferred exploration, development and other expenditures	42,964	$ 129,861
Working Capital, 31st December 1965 -		
Current Assets	$ 388,664	
Current Liabilities	13,738	$ 374,926
Working Capital, 15th March 1966 -		
Current Assets	250,400	
Current Liabilities	5,335	245,065
Net Decrease in Working Capital		$ 129,861

Approved on behalf of the board:

Director

Director

Pre-Incorporation Agreement

THIS AGREEMENT made as of the 24th day of February, A.D. 1966,

BETWEEN:

TOMBILL MINES LIMITED, a body corporate, incorporated under the laws of the Province of Ontario, having its principal office in the City of Toronto, in the Province of Ontario and duly authorized to carry on business in the Provinces of Saskatchewan and Manitoba (hereinafter sometimes referred to as "Tombill")

—and—

FRANCANA OIL & GAS LTD., a body corporate, incorporated under the laws of Canada, with offices in the City of Regina, in the Province of Saskatchewan and duly authorized to carry on business in the Province of Saskatchewan (hereinafter sometimes referred to as "Francana")

WHEREAS Tombill is the owner of certain potash properties and rights consisting of permits, leases and freehold potash mineral rights located in the Welby—St. Lazare area of Saskatchewan and Manitoba, all of which are more particularly described and set forth in Schedule "A" attached hereto (hereafter collectively referred to as "the Potash Properties"); and

NOTE: A copy of Schedule "A" is on file with the Toronto Stock Exchange.

WHEREAS Francana has financial and technical resources to complement the Potash Properties in efforts to bring the Potash Properties into production; and

WHEREAS Tombill and Francana desire to join forces to develop the Potash Properties.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed and do hereby agree as follows:

1. Tombill will forthwith incorporate a new company (hereinafter referred to as "the Potash Company") under the Canada Corporations Act with an authorized capital of 5,000,000 shares without nominal or par value, with head office at the City of Regina in the Province of Saskatchewan and with a Board of Directors consisting of seven members. The name of the Potash Company shall be Saskatchewan Potash Limited or such other suitable name as may be available and approved by the parties hereto.

2. Within one month following the incorporation of the Potash Company Tombill will transfer and convey to the Potash Company all its right, title and interest in and to the Potash Properties free and clear of any lien or encumbrance.

In consideration of the transfer to it of the Potash Properties the Potash Company shall:

(i) allot and issue to Tombill 750,000 shares of the Potash Company as fully paid and non-assessable shares;

(ii) pay the costs of its incorporation and organization and the transfer to it of the Potash Properties, and reimburse Tombill for all advances made on such account; and

(iii) assume the liability for the cost of a complete engineering report on the Potash Properties presently being compiled by Stearns Roger.

3. Francana and the Potash Company shall enter into an agreement under the terms of which Francana will agree to purchase and the Potash Company will agree to sell to Francana 134,000 shares of the capital stock of the Potash Company at the price of $4.85 per share. $200,000 of the purchase price for said shares shall be paid to the Potash Company within 10 days of the date of transfer of the Potash Properties to the Potash Company, and the balance of the purchase price of said shares, $449,900, shall be paid within 4 to 12 months from the date of incorporation of the Potash Company as required by the Potash Company to meet development and pre-production expenses, engineering costs and general corporate expenses, or earlier if Francana so desires, and as the initial and subsequent payments are made, Francana shall be entitled to receive fully-paid shares in proportion to such payment.

4. Rentals and taxes in connection with the Potash Properties shall be apportioned as of the 1st day of March, 1966 and the Potash Company will repay to Tombill all amounts prepaid by Tombill on account therefor. The Potash Company will reimburse Tombill for the cost of the $25,000.00 Bond to be deposited with the Province of Saskatchewan in connection with the Potash Lease which has been applied for by Tombill.

5. Francana will assume the management of the Potash Company, and four nominees of Francana shall be elected to the Board of Directors of the Potash Company so long as it is endeavouring to arrange agreements and to provide entry into the Potash Company of marketing interests as provided for in Clause 7 hereof.

6. Concurrent with the purchase of its initial shares in the Potash Company, Francana and the Potash Company shall enter into an agreement respecting subsequent subscription to additional shares in the Potash Company referred to in Clause 8 hereof.

7. Upon completion of the transfer of the Potash Properties to the Potash Company and the entering into of the agreement referred to in Clause 6 hereof, Francana will proceed with all possible diligence to arrange agreements and endeavour to provide entry into the Potash Company of one or several marketing interests capable of providing a continuing guaranteed and adequate market for muriate; these arrangements will be guided by the following three major principles:

(i) that the market interests be afforded the opportunity to subscribe to the equity capital of the Potash Company;

(ii) that the equity of Tombill in the Potash Company shall not be diluted to less than 15% without the consent of Tombill;

(iii) that it is the intention of the parties hereto that the financing of the entire project will be on the basis of 40% equity capital and a 60% debt capital, and it is agreed that if circumstances so dictate, the basis of 40% equity capital and 60% debt capital may be revised if the parties hereto agree to such revision.

8. Subject to the provisions of Clause 7 hereof Francana undertakes and agrees that if marketing and equity capital arrangements satisfactory to Francana have been achieved, Francana shall have the obligation to subscribe for or cause to be subscribed for (for investment purposes only), an additional 1,616,000 shares minimum to 2,616,000 shares maximum of the Potash Company, the number of shares being dependent upon the amount of equity capital subscribed to by marketing interests, the said shares to be taken down and paid for to provide funds as required for shaft sinking and plant construction on the Potash Properties at a price of not less than $4.85 per share, and Francana further undertakes, upon it becoming so committed to purchase shares, to proceed promptly with a programme to provide the required debt financing to bring the Potash Properties into production.

9. It is understood and agreed that this agreement is subject to:

(a) the same being approved and confirmed by the shareholders of Tombill; and

(b) the acceptance of a Filing Statement covering this transaction by the Toronto Stock Exchange.

Tombill will forthwith call and convene a general meeting of its shareholders for the purpose of considering and if deemed advisable approving and confirming this agreement.

If this agreement is not so approved and confirmed or the Filing Statement is not accepted as aforesaid within 45 days from the date hereof, this agreement shall be null and void.

10. Any notice or advice to either party under this agreement may be given or served by registered mail, postage prepaid, addressed as follows:

To: Tombill Mines Limited,
Suite 710,
60 Yonge Street,
Toronto 1, Ontario.

To: Francana Oil & Gas Ltd.,
3rd Floor,
2184—12th Street,
Regina, Saskatchewan.

Any notice so mailed shall be deemed to have been given when deposited in the post office. Either party may change his or its address for service at any time by notice in writing to the other.

11. This agreement may be altered or amended only if all the alterations or amendments are approved in writing by the majority of the directors of each of the parties hereto.

12. Each of the parties hereto covenants and agrees with the other to do all things and execute and deliver all such additional documents as may be necessary or desirable to carry out the intent and purpose of this agreement.

13. This agreement shall not be assigned by either party without the consent in writing of the other party being first obtained.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

TOMBILL MINES LIMITED

J. A. GRANT, *President*
S. H. ROBINSON, *Director*

CORPORATE SEAL

FRANCANA OIL & GAS LTD.

B. LECHARTIER, *President*
JEAN DEBRAY, *Executive Vice-President*

CORPORATE SEAL

P. de FEYDEAU, *Secretary*

11. Names and addresses of vendors of any property or other assets intended to be purchased by the company showing the consideration to be paid.	None
12. Names and addresses of persons who have received or will receive a greater than 5% interest in the shares or other consideration to be received by the vendor. If the vendor is a limited company, the names and addresses of persons having a greater than 5% interest in the vendor company.	None
13. Number of shares held in escrow or in pool and a brief statement of the terms of escrow or the pooling agreement.	None
14. Names and addresses of owners of more than a 5% interest in escrowed shares and their shareholdings (If shares are registered in the names of nominees or in street names, give names of beneficial owners, if possible.)	Not applicable
15. Names, addresses and shareholdings of five largest registered shareholders and if shareholdings are pooled or escrowed, so stating. If shares are registered in names of nominees or in street names, give names of beneficial owners, if possible, and if names are not those of beneficial owners, so state.	** Playfair & Company Limited, 60 Yonge Street, Toronto 1, Ontario. — 775,701 shares * Francana Oil & Gas, Ltd. 612 St. James Street West, Montreal, Quebec. — 400,000 shares ** James Richardson & Sons, 173 Portage Avenue East, Winnipeg, Manitoba. — 240,980 shares ** Crown Trust Company, Trustee, 302 Bay Street, Toronto 1, Ontario. — 151,600 shares * James A.Grant, 86 Rosedale Heights Drive, Toronto, Ontario. — 100,000 shares * Beneficial Owners ** Beneficial Owners unknown
16. Names, and addresses of persons whose shareholdings are large enough to materially affect control of the company.	James A.Grant, acting in consort with other directors may be in a position to materially affect control of the Company if they are able to obtain sufficient proxies from the rest of the large shareholders as shown in item 15.
17. If assets include investments in the shares or other securities of other companies, give an itemized statement thereof showing cost or book value and present market value.	MARKETABLE SECURITIES AS AT MARCH 15th, 1966 Security — Book Value — Market Value 60,000 shares Clear Echo Mines Limited — $ 5,225.00 — $ 3,000.00 500,000 shares Gulch Mines Limited — 58,096.59 — 40,000.00 — $63,321.59 — $43,000.00 Less Reserve for Investments — 11,029.23 — $52,292.36 Vendor's share interest in Craskie Mines Limited - 732,226 shares — $21,128.78 Advance to Craskie Mines Limited — 7,411.38 Balance Sheet Total — $28,540.16 The Company also holds 16,000 shares of Maylac Gold Mines Limited which have a book value of $1.00 and have no market value.
18. Brief statement of any lawsuits pending or in process against company or its properties.	There are no lawsuits pending or in process against the company or its properties.
19. The dates of and parties to and the general nature of every material contract entered into by the company which is still in effect and is not disclosed in the foregoing.	None
20. Statement of any other material facts and if none, so state. Also state whether any shares of the company are in the course of primary distribution to the public.	With respect to the Agreement dated May 1st, 1964 between the Company of the First Part and Noranda Mines, Limited of the Second Part, with regard to the Company's Potash Properties and referred to in the Company's Filing Statements Nos.1113 and 1299, Noranda Mines, Limited notified the Company by letter dated November 11th, 1965 that it would not be exercising its option on the Company's Potash Properties. A request for an extension of the option period beyond the expiry date was refused and accordingly the said option lapsed and the agreement has been terminated. Tombill will nominate three directors to the Board of the New Company referred to in the Agreement attached hereto. No shares of the Company are in the course of primary distribution to the public.

DATED March 29, 1966

CERTIFICATE OF THE COMPANY

The foregoing, together with the financial information and other reports where required, constitutes full, true and plain disclosure of all material facts in respect of the matters referred to in Item 1 above and in respect of the company's affairs and there is no further material information applicable. (To be signed by two principal signing officers who are directors and the corporate seal to be affixed.)

TOMBILL MINES LIMITED

"J.A. Grant" _____ CORPORATE SEAL

"S.H. Robinson" _____

CERTIFICATE OF UNDERWRITER OR OPTIONEE

To the best of my knowledge, information and belief, the foregoing, together with the financial information and the reports where required, constitutes full, true and plain disclosure of all material facts in respect of the matters referred to in Item 1 above in respect of the company's affairs. Concerning matters which are not within my knowledge, I have relied upon the accuracy and adequacy of the information supplied to me by the company. (To be signed by underwriter or optionee registered with the Ontario Securities Commission or a corresponding body.)

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